

Charles E. Slyngstad (SBN 89103)
 E-mail: cslyngstad@bwsllaw.com
 Brian S. Ginter (SBN 265786)
 E-mail: bginter@bwsllaw.com
 Kyle Anne Piasecki (SBN 311961)
 Email: kpiasecki@bwsllaw.com
 BURKE, WILLIAMS & SORESENSEN, LLP
 444 South Flower Street, Suite 2400
 Los Angeles, CA 90071-2953
 Tel: 213.236.0600 Fax: 213.236.2700

Attorneys for Defendant
 CITY OF LOS ANGELES

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

JONATHAN PELTZ and KATHLEEN
 GALLAGHER

Plaintiffs,

v.

CITY OF LOS ANGELES, a
 municipal entity; CHIEF MICHEL
 MOORE, a public entity, and DOES 1
 through 10, inclusive,

Defendants.

Case No. 2:22-cv-03106-MWF-AGR

~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER RE:
 DISCLOSURE OF CONFIDENTIAL
 INFORMATION

[Discovery Document: Referred to
 Magistrate Judge Alicia G. Rosenberg]

1. GENERAL

1.1 Purposes and Limitations.

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order (the “Order”). The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure

1 and use extends only to the limited information or items that are entitled to
2 confidential treatment under the applicable legal principles.

3 **1.2 Good Cause Statement.**

4 Each party to this action expects to disclose information during discovery
5 that it contends is confidential. For example, Defendant the City of Los Angeles et
6 al. ("City") contends that personnel files of the police officers involved in this
7 incident, Internal Affairs materials and information, video recordings (including
8 Body Worn Video recordings and Digital In-Car Video recordings), audio
9 recordings, and documents defined by Penal Code section 832.5 are confidential
10 and require special protection from public disclosure and from use for any purpose
11 other than prosecuting this litigation. Plaintiffs disagree that this information is
12 confidential. Plaintiffs contend that their medical records are confidential and
13 require special protection from public disclosure and from use for any purpose
14 other than prosecuting this litigation.

15 Accordingly, the parties seek a protective order to expedite the flow of
16 information, to facilitate the prompt resolution of disputes over confidentiality of
17 discovery materials, to adequately protect information the parties are entitled to
18 keep confidential, to ensure that the parties are permitted reasonably necessary uses
19 of such material in preparation for and in the conduct of trial, to address their
20 handling at the end of the litigation, and serve the ends of justice. It is the intent of
21 the parties that information will not be designated as confidential for tactical
22 reasons and that nothing be so designated without a good faith belief that it has
23 been maintained in a confidential, non-public manner, and there is good cause why
24 it should not be part of the public record of this case.

25 The parties acknowledge that this Order does not confer blanket protections
26 on all disclosures or responses to discovery and that its protections extend only to
27 the limited information or items that are entitled to confidential treatment under the
28 applicable legal principles. In addition, the parties further acknowledge that a party

1 that seeks to seal exhibits attached to a dispositive motion, or portions of the motion
 2 itself, must overcome the “strong presumption” of public access to judicial records
 3 by establishing “compelling reasons” and supporting facts to justify sealing.

4 *Kamakana v. City & Cty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006).

5 **1.3 Acknowledgment of Procedure for Filing Under Seal.**

6 The parties agree to follow the procedures set forth in Local Civil Rule 79-
 7 5.2.2, without modification, when seeking to file any materials in court under seal.

8 The parties further acknowledge, as set forth in Section 12.3, below, that this
 9 Order does not automatically entitle them to file confidential information under seal
 10 and that Local Civil Rule 79-5 sets forth the procedures that must be followed and
 11 the standards that will be applied when a party seeks permission from the Court to
 12 file material under seal.

13 In addition, the parties acknowledge that any party seeking to seal any
 14 portion of a dispositive motion and exhibit must overcome the “strong
 15 presumption” of public access to judicial records by establishing “compelling
 16 reasons” and supporting facts to justify sealing. *Kamakana*, 447 F.3d at 1171-81
 17 (“[A] ‘good cause’ showing alone will not suffice to fulfill the “compelling
 18 reasons” standard that a party must meet to rebut the presumption of access to
 19 dispositive pleadings and attachments.”).

20 **2. DEFINITIONS**

21 **2.1 Action:** Jonathan Peltz, et al. v. City of Los Angeles, et al. Case No.
 22 2:22-CV-03106-MWF-AGR.

23 **2.2 Challenging Party:** a Party or Non-Party that challenges the
 24 designation of information or items under this Order.

25 **2.3 “CONFIDENTIAL” Information or Items:** information (regardless
 26 of how it is generated, stored or maintained) or tangible things that qualify for
 27 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 28 the Good Cause Statement. This also includes (1) any information copied or

1 extracted from the Confidential information; (2) all copies, excerpts, summaries,
 2 abstracts or compilations of Confidential information; and (3) any testimony,
 3 conversations, or presentations that might reveal Confidential information.

4 **2.4 Counsel:** Counsel of record for the parties to this civil litigation and
 5 their support staff.

6 **2.5 Designating Party:** a Party or Non-Party that designates information
 7 or items that it produces in disclosures or in responses to discovery as
 8 “CONFIDENTIAL.”

9 **2.6 Disclosure or Discovery Material:** all items or information,
 10 regardless of the medium or manner in which it is generated, stored, or maintained
 11 (including, among other things, testimony, transcripts, and tangible things), that are
 12 produced or generated in disclosures or responses to discovery in this matter.

13 **2.7 Expert:** a person with specialized knowledge or experience in a matter
 14 pertinent to the litigation who has been retained by a Party or its counsel to serve as
 15 an expert witness or as a consultant in this Action.

16 **2.8 Final Disposition:** when this Action has been fully and completely
 17 terminated by way of settlement, dismissal, trial and/or appeal.

18 **2.9 House Counsel:** attorneys other than Counsel (as defined in paragraph
 19 2.4) and who are employees of a party to this Action.

20 **2.10 Non-Party:** any natural person, partnership, corporation, association
 21 or other legal entity not named as a Party to this action.

22 **2.11 Outside Counsel of Record:** attorneys who are not employees of a
 23 party to this Action but are retained to represent or advise a party to this Action and
 24 have appeared in this Action on behalf of that party or are affiliated with a law firm
 25 that has appeared on behalf of that party, and includes support staff.

26 **2.12 Party:** any party to this Action, including all of its officers, directors,
 27 boards, departments, divisions, employees, consultants, retained experts, and
 28 Outside Counsel of Record (and their support staffs).

1 **2.13 Producing Party:** a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 **2.14 Professional Vendors:** persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 **2.15 Protected Material:** any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 **2.16 Receiving Party:** a Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 **3. SCOPE**

12 The protections conferred by this Order cover not only Protected Material (as
13 defined above), but also (1) any information copied or extracted from Protected
14 Material; (2) all copies, excerpts, abstracts, summaries, or compilations of Protected
15 Material; and (3) any testimony, conversations, or presentations by Parties or their
16 Counsel that might reveal Protected Material, other than during a court hearing or
17 trial.

18 Any use of Protected Material during a court hearing or at trial shall be
19 governed by the orders of the presiding judge. This Order does not govern the use
20 of Protected Material during a court hearing, at trial, or in proceedings before a
21 higher court.

22 **4. DURATION**

23 Once a trial commences in this Action, information that was designated as
24 CONFIDENTIAL or maintained pursuant to this Order and that is introduced or
25 admitted as an exhibit at trial becomes public and will be presumptively available to
26 all members of the public, including the press, unless the Designating Party files a
27 noticed motion with the Court citing “compelling” reasons supported by specific
28 facts in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing

1 “good cause” showing for sealing documents produced in discovery from
 2 “compelling reasons” standard that applies when Designating Party seeks to seal
 3 records attached to merits-related documents). Accordingly, the terms of this Order
 4 do not extend beyond the commencement of the trial as to the CONFIDENTIAL
 5 information and materials introduced or admitted as an exhibit at trial.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 **5.1 Exercise of Restraint and Care in Designating Material for** 8 **Protection.**

9 Each Party or Non-Party that designates information or items for protection
 10 under this Order must take care to limit any such designation to specific material
 11 that qualifies under the appropriate standards. The Designating Party must
 12 designate for protection only those parts of material, documents, items or oral or
 13 written communications that qualify so that other portions of the material,
 14 documents, items or communications for which protection is not warranted are not
 15 swept unjustifiably within the ambit of this Order.

16 Mass, indiscriminate or routinized designations are prohibited. Designations
 17 that are shown to be clearly unjustified or that have been made for an improper
 18 purpose (e.g., to unnecessarily encumber the case development process or to
 19 impose unnecessary expenses and burdens on other parties) may expose the
 20 Designating Party to sanctions.

21 If it comes to a Designating Party’s attention that information or items that it
 22 designated for protection do not qualify for protection, the Designating Party must
 23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided
 25 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 27 under this Order must be clearly so designated before the material is disclosed or
 28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix the word “CONFIDENTIAL”
5 (hereinafter “CONFIDENTIAL Legend”), to each page that contains protected
6 material. If only a portion of the material on a page qualifies for protection, the
7 Producing Party also must clearly identify the protected portion(s) (e.g., by making
8 appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and
12 before the designation, all of the material made available for inspection shall be
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine
15 which documents, or portions thereof, qualify for protection under this Order. Then,
16 before producing the specified documents, the Producing Party must affix the
17 CONFIDENTIAL Legend to each page that contains Protected Material. If only a
18 portion of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings
20 in the margins).

21 (b) for testimony given in depositions that the Designating Party
22 identifies the Disclosure or Discovery Material on the record, before the close of
23 the deposition all protected testimony.

24 (c) for information produced in some form other than documentary
25 and for any other tangible items, that the Producing Party affix in a prominent place
26 on the exterior of the container or containers in which the information is stored the
27 CONFIDENTIAL Legend with the case name and case number. If only a portion or
28

portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, *et seq.*

6.3 Burden. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) Parties to the action, i.e., Plaintiffs Jonathan Peltz and Kathleen
11 Gallagher, and City representatives who have a need to receive the information;

12 (b) the Receiving Party’s Counsel of Record in this Action, as well
13 as employees of said Counsel of Record to whom it is reasonably necessary to
14 disclose the information for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to
16 whom disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the Court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and
21 Professional Vendors to whom disclosure is reasonably necessary for this Action
22 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
23 A);

24 (g) the author or recipient of a document containing the information
25 or a custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses,
27 in the Action to whom disclosure is reasonably necessary provided: (1) the
28 deposing party requests that the witness sign the form attached as Exhibit “A”

1 hereto; and (2) they will not be permitted to keep any confidential information
 2 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
 3 “A”), unless otherwise agreed by the Designating Party or ordered by the Court.
 4 Pages of transcribed deposition testimony or exhibits to depositions that reveal
 5 Protected Material may be separately bound by the court reporter and may not be
 6 disclosed to anyone except as permitted under this Order; and

7 (i) any mediator or settlement officer, and their supporting
 8 personnel, mutually agreed upon by any of the parties engaged in settlement
 9 discussions and who have signed the “Acknowledgment and Agreement to Be
 10 Bound” (Exhibit A).

11 **7.3** Counsel making the disclosure to any qualified person described
 12 herein shall retain the original executed copy of the signed “Acknowledgment and
 13 Agreement to Be Bound” form (Exhibit A) until sixty (60) days after this litigation
 14 has become final, including any appellate review, and monitoring of an injunction.
 15 Counsel for the Receiving Party shall maintain all signed Nondisclosure
 16 Agreements and shall produce the original signature page upon reasonable written
 17 notice from opposing counsel. If an issue arises regarding a purported unauthorized
 18 disclosure of Confidential Information, upon noticed motion of contempt filed by
 19 the Designating Party, counsel for the Receiving Party may be required to file the
 20 signed “Acknowledgment and Agreement to Be Bound” form (Exhibit A), as well
 21 as a list of the disclosed materials, in camera with the Court having jurisdiction of
 22 the Order.

23 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 24 **PRODUCED IN OTHER LITIGATION**

25 If a Party is served with a subpoena or a court order issued in other litigation
 26 that compels disclosure of any information or items designated in this Action as
 27 “CONFIDENTIAL,” that Party must:

28 (a) promptly notify in writing the Designating Party. Such

1 notification shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or
3 order to issue in the other litigation that some or all of the material covered by the
4 subpoena or order is subject to this Order. Such notification shall include a copy of
5 this Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be
7 pursued by the Designating Party whose Protected Material may be affected.

8 The Party served with the subpoena or court order shall not produce any
9 information designated in this action as “CONFIDENTIAL” before a determination
10 by the court from which the subpoena or order issued, unless the Party has obtained
11 the Designating Party’s permission, or unless otherwise required by the law or court
12 order. The Designating Party shall bear the burden and expense of seeking
13 protection in that court of its confidential material and nothing in these provisions
14 should be construed as authorizing or encouraging a Receiving Party in this Action
15 to disobey a lawful directive from another court.

16 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**

18 (a) The terms of this Order are applicable to information produced
19 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
20 information produced by Non-Parties in connection with this litigation is protected
21 by the remedies and relief provided by this Order. Nothing in these provisions
22 should be construed as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery
24 request, to produce a Non-Party’s confidential information in its possession, and the
25 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s
26 confidential information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the
28 Non-Party that some or all of the information requested is subject to a

1 confidentiality agreement with a Non-Party;

2 (2) promptly provide the Non-Party with a copy of the Order
3 in this Action, the relevant discovery request(s), and a reasonably specific
4 description of the information requested; and

5 (3) make the information requested available for inspection
6 by the Non-Party, if requested.

7 (c) If the Non-Party fails to seek a protective order from this Court
8 within 14 days of receiving the notice and accompanying information, the
9 Receiving Party may produce the Non-Party's confidential information responsive
10 to the discovery request. If the Non-Party timely seeks a protective order, the
11 Receiving Party shall not produce any information in its possession or control that
12 is subject to the confidentiality agreement with the Non-Party before a
13 determination by the court. Absent a court order to the contrary, the Non-Party shall
14 bear the burden and expense of seeking protection in this court of its Protected
15 Material.

16 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under this
19 Order, the Receiving Party must immediately (a) notify in writing the Designating
20 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
21 unauthorized copies of the Protected Material, (c) inform the person or persons to
22 whom unauthorized disclosures were made of all the terms of this Order, and (d)
23 request such person or persons to execute the "Acknowledgment and Agreement to
24 Be Bound" (Exhibit A).

25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 26 **PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other

protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 2.8, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the

Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order.

14. **VIOLATION**

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: May 1, 2023

HADSELL STORMER RENICK & DAI
LLP

By: /s/ Hanna Chandoo

Dan Stormer
Hanna Chandoo
Attorneys for Plaintiffs JONATHAN
PELTZ and KATHLEEN
GALLAGHER

1 Dated: May 1, 2023

BURKE, WILLIAMS & SORESENSEN,
LLP

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3
4 By: /s/ Charles E. Slyngstad
5 Charles E. Slyngstad¹
6 Brian S. Ginter
7 Attorneys for Defendant CITY OF
8 LOS ANGELES
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28 ¹ Filer attests that all signatories listed concur in the filing's content and have
authorized the filing pursuant to Local Rule 5-4.3.4(a)(2)(i).

1 Having considered the papers, the finding that good cause exists, the Parties'
2 Stipulated Protective Order is granted.

3 IT IS SO ORDERED.

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6 Dated: August 9, 2023


HON. ALICIA G. ROSENBERG
UNITED STATES MAGISTRATE JUDGE

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ATTACHMENT “A”
NONDISCLOSURE AGREEMENT

I, _____ do solemnly swear that I am fully familiar with the terms of the Protective Order entered in Jonathan Peltz, et al. v. City of Los Angeles, et al., United States District Court for the Central District of California, Central Division, Case No. 2:22-CV-03106-MWF-AGR, and hereby agree to comply with and be bound by the terms and conditions of said Order. I hereby consent to the jurisdiction of the United States District Court for the Central District of California for purposes of enforcing this Order.

Dated:

Signed: